

EXHIBIT C



Boca Raton Manhattan Nashville San Diego Wilmington
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**NOTICE PURSUANT TO CALIFORNIA CONSUMERS LEGAL
REMEDIES ACT ("CLRA"), CALIFORNIA CIVIL CODE SECTION 1782(a)(1)**

June 30, 2025

**SENT BY CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: Legal Department

Google LLC
Legal Department
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice of Claim under Cal. Civ. Code §1782(a)(1)

To Whom It May Concern:

The undersigned represent that their firms have been retained by PVC Fence Wholesale, LLC ("PVC Fence" or "Plaintiff") in connection with the claims discussed herein relating to Google LLC's ("Google") Google Ads service.

Please take notice that, pursuant to Cal. Civ. Code §1782(a)(1), PVC Fence Wholesale, intends to file a lawsuit against Google LLC ("Google") in the United States District Court for the Northern District of California on behalf of itself and a class of plaintiffs identified as "All persons and entities nationwide who used Google Ads to place advertisements and who have been charged by Defendant for advertisements categorized and displayed in SQRs as 'Other Search Terms' (the 'Class' or 'Class Members').".

PVC Fence and the Class will allege, *inter alia*, that Defendant has violated the CLRA because it:

- falsely represents that it provides Google Ads users such as Plaintiff and Class Members with SQRs that will allow users to refine their search terms and parameters to avoid waste of their advertising dollars;

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- places Google Ads users' ads, such as those of Plaintiff's and Class Members', in response to search terms that are not within the search terms and parameters selected by the users;
- advertises and sells the Google Ads service as providing characteristics, qualities, and benefits, such as the accuracy of the placements and the ability to access data to refine searches and parameters, knowing that it will not do so, and that it masks data that results in Defendant's collection of sums from users such as Plaintiff and Class Members that are of no benefit to the users;
- rejects efforts by Google Ads users such as Plaintiff and Class Members to access hidden data that would allow them to maximize their advertising revenue; and
- includes unconscionable terms in its contract such as the purported limitation of liability, the arbitration agreement, and the class action waiver contained in the "Terms and Conditions" applicable to the relationship between Google and the Class including PVC Fence.

These representations and actions by Google violated various sections of the CLRA including, but not limited to, the following:

- [r]epresenting that goods or services have . . . characteristics, . . . uses, [or] benefits . . . that they do not have (Cal. Civ. Code §1770(a)(5));
- [r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another (Cal. Civ. Code §1770(a)(7));
- [a]dvertising goods or services with intent not to sell them as advertised (Cal. Civ. Code §1770(a)(9)); and
- [i]nserting an unconscionable provision in the contract (Cal. Civ. Code §1770(a)(19)).

The factual basis for these claims is set forth in the enclosed draft complaint that PVC Fence is filing. After the expiration of thirty (30) days from delivery of this letter, PVC will seek leave to amend its complaint to include a claim for damages under California Civil Code section 1782(d). *See* Exhibit 1 hereto.

PVC Fence hereby demands that Google correct, repair, replace, or otherwise rectify the services in order to remedy the issues identified in this letter.

**Robbins Geller
Rudman & Dowd LLP**

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Please confirm to the undersigned receipt of this letter and confirm that Google shall remedy the issues identified herein within thirty (30) days. If a response is not received from Google within thirty (30) days that states that Google will correct its violations, the undersigned will presume that Google does not seek to do so and PVC Fence shall amend its complaint to seek damages in connection with its and the Class' claims.

Very truly yours,

ROBBINS GELLER RUDMAN
& DOWD LLP
PAUL J. GELLER
STUART A. DAVIDSON
MARK J. DEARMAN

s/ Stuart A. Davidson
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